

Cherokee County Board of Commissioners
Regular Meeting Agenda

July 20, 2020

6:30 PM

- I. Call to Order**
- II. Ethics Statement** *"Members of the County Board of Commissioners are advised, hereby, of their duty under the Local Government Ethics Act".*
- III. Invocation**
- IV. Pledge of Allegiance**
- V. Modification of Agenda**
- VI. Agenda Adoption**
- VII. Public Forum**
- VIII. Minutes-May 4 and May 18**
- IX. Budget and Finance**
 - a) Use of contingency for ADA Accommodation
 - b) Use of Federal Forfeiture Funds to Purchase 10 Radios
 - c) Use of Sheriff's Designated Funds to Renew DEA Registration
 - d) Budget Revision for Acceptance of Dogwood Health Trust Grant Revenues to Promote 2020 Census
 - e) Budget Revision to Establish a Special Revenue Fund and Budget for Restricted Coronavirus Relief Funds
 - f) Use of Contingency to Purchase E-mail Encrypting Appliance for DSS
- X. New Business**
 - a) Tax Releases
 - b) NCVTS Report
 - c) Murphy VFD Land Lease at Armory
 - d) Hiwassee Dam VFD Land Lease for New Fire Station
 - e) Board of Health Re-appointments (Registered Nurse position and Representative of General Public)-Leslie Harris and Mike Bradberry requesting re-appointment.
 - f) Commissioner McKinnon's Request to be Appointed to Board of Health as a Representative of General Public
 - g) Animal Control Ordinance Discussion

- XI. County Manager Items**
- XII. Chairman/Commissioner Items**
- XIII. Adjourn**

Cherokee County Board of Commissioners
Regular Meeting Minutes
May 4, 2020
6:30 P.M.
Cherokee County Courthouse

Members present: Roy Dickey, Chairman; C.B. McKinnon, Vice-Chairman; Cal Stiles, member; Dr. Dan Eichenbaum, member; and Gary Westmoreland, member.

Staff present: Randy Wiggins, County Manager; and Candy Anderson, Finance Officer.
Participating from Commissioners Boardroom: Maria Hass, Assistant County Manager/Clerk to the Board; and, Darryl Brown, County Attorney.

Meeting recorded by Local TV 4 and WKRK Radio Facebook Live. Also present: Penny Ray of the Cherokee Scout.

The Chairman called the meeting to order, and reminded the Board of their duties under the Local Government Ethics Act.

Invocation

Pledge of Allegiance

Modification of Agenda-None

Agenda Adoption

Motion made by Commissioner Stiles to adopt the agenda. Motion seconded by Commissioner Eichenbaum. Motion passed unanimously.

Public Forum-No comments.

Minutes

Motion made by Commissioner McKinnon to approve the meeting minutes of February 17, March 19, and March 27. Motion seconded by Commissioner Westmoreland. Motion passed unanimously.

Finance and Budget

Motion made by Commissioner Westmoreland to approve a budget revision for schools use of Article 46 tax for various school projects. Motion seconded by Commissioner Stiles. Motion passed unanimously.

Motion made by Commissioner Westmoreland to approve a budget revision for schools use of Article 46 sales tax to cover FY20 school debt service payments. Commissioner McKinnon questioned why lottery funds were not covering debt payments. The County finance officer explained that due to the schools receiving the grant for the School of Innovation and

Technology that lottery funds to Cherokee County are suspended for five (5) years from the date of the grant. She said she only discovered it when she tried to draw down lottery funds from the state to cover the debt service payments and was told they were suspended. Commissioner McKinnon expressed concern that Cherokee County Schools did not share that information with the Board at the time they requested the five (5) million dollar county match. Motion seconded by Commissioner Eichenbaum. Motion passed unanimously.

Motion made by Commissioner Westmoreland to approve a budget revision for Wells and West Pay Apps 1 & 2 for the School of Innovation and Technology project. Motion seconded by Commissioner Eichenbaum. Motion passed unanimously.

Motion made by Commissioner McKinnon to approve a budget revision for foster child assistance funds received in FY19 & FY20, requiring no county match. Motion seconded by Commissioner Westmoreland. Motion passed unanimously.

Motion made by Commissioner Westmoreland to approve a budget revision to accept a grant from Murphy Power Board to assist their customers with power bills, due to the Covid-19 pandemic. The grant will be administered through DSS. The board shared their appreciation to the power board and to Murphy Power Board customers. Motion seconded by Commissioner Eichenbaum. Motion passed unanimously.

Motion made by Commissioner Stiles to approve a budget revision to receive additional funding from NC DHHS for the health department in administering the WIC Program. There is no county match required. Motion seconded by Commissioner Eichenbaum. Motion passed unanimously.

Motion made by Commissioner McKinnon to approve the FY20 Audit Contract. Motion seconded by Commissioner Eichenbaum. Motion passed unanimously.

Motion made by Commissioner Westmoreland to approve the FY21 Juvenile Crime Prevention Council funding plan. Motion seconded by Commissioner Stiles. Motion passed unanimously.

Motion made by Commissioner McKinnon to approve a budget revision to accept a U.S. Health and Human Services Cares Act Stimulus payment to be used for Emergency Medical Services and the Health Department for Covid-related expenditures. Motion seconded by Commissioner Stiles. Motion passed unanimously.

New Business

Motion made by Commissioner McKinnon to approve Cherokee County Schools request to purchase property from IOI. Motion seconded by Commissioner Stiles. Motion passed unanimously.

Motion made by Commissioner McKinnon to approve sending a letter of support to the U.S. Department of Transportation, as requested by NCDOT in support of the Corridor K Improvement project. Motion seconded by Commissioner Westmoreland. Motion passed unanimously.

After discussion, a Motion was made by Commissioner Westmoreland to approve a resolution requesting NCDHHS Certificate of Need Division to withdraw Cherokee Valley, LLC's Certificate of Need for an assisted living facility. Motion seconded by Commissioner McKinnon. Voting in favor of the Motion was Commissioners Westmoreland, McKinnon, Eichenbaum and Dickey. Voting against the Motion was Commissioner Stiles. Motion passed 4-1.

Motion made by Commissioner Stiles for modification of landfill hours for gate closure at 3:45 p.m. Motion seconded by Commissioner McKinnon. Motion passed unanimously.

After discussion, a Motion was made by Commissioner Eichenbaum to approve moving forward with armory renovations. Motion seconded by Commissioner McKinnon. Voting in favor of the Motion was Commissioners Eichenbaum, McKinnon, Dickey and Westmoreland. Voting against the Motion was Commissioner Stiles. Motion passed 4-1.

Motion made by Commissioner Eichenbaum to allow the county to be the contractor for the armory renovation project and to sub-contract work that cannot be completed by the maintenance department; and, that the renovation project begins immediately. Motion seconded by Commissioner McKinnon. Voting in favor of the Motion was Commissioners Eichenbaum, McKinnon, Dickey and Westmoreland. Voting against the Motion was Commissioner Stiles. Motion passed 4-1.

A Motion was made by Commissioner McKinnon to start the process of selling the old maintenance building and the old post office building, contingent upon code enforcement vacating the old post office building when renovations at the armory are done. Motion seconded by Commissioner Eichenbaum. Voting in favor of the Motion was Commissioners Eichenbaum, McKinnon, Dickey and Westmoreland. Voting against the Motion was Commissioner Stiles. Motion passed 4-1. The county manager will have the disposal procedures ready for discussion at the next meeting.

Motion made by Commissioner Stiles to approve tax releases. Motion seconded by Commissioner Dickey. Motion passed unanimously.

Motion made by Commissioner Westmoreland to approve tax refunds. Motion seconded by Commissioner Dickey. Motion passed unanimously.

County Manager Items

After discussion, a Motion was made by Commissioner Stiles to approve the Hiwassee Dam VFD request to increase their fire tax for FY21 from 1.7 cents to 1.8 cents to allow for financing of the new building. Motion seconded by Commissioner Dickey. Voting in favor of the Motion was Commissioners Stiles, Dickey, Eichenbaum, and Westmoreland. Voting against the Motion was Commissioner McKinnon. Commissioner McKinnon said that he could not support the Motion, because he said this was not the project that was presented to the community at the community meeting, and that community members did not support a fire tax increase. Motion passed 4-1.

After discussion, a Motion was made by Commissioner McKinnon to approve adding permanent sneeze guards in the following county offices: Tax Collections, Mapping office, Register of Deeds, and Clerk of Court. Motion seconded by Commissioner Eichenbaum. Motion passed unanimously.

Commissioner Items

After discussion, a Motion was made by Commissioner McKinnon move commission meetings back to the regular board room, beginning with the next meeting. Motion seconded by Commissioner Dickey. Motion passed unanimously.

A motion was made by Commissioner Stiles to approve Murphy Fire Department's request of donation for a piece of property at the armory for a new fire station. Motion seconded by Commissioner Westmoreland. Commissioner Eichenbaum expressed concerns with potential parking issues. Commissioner McKinnon and Commissioner Dickey said that they would like the board to think about it a little more before making a decision. Motion failed.

Commissioner Dickey and board members thanked Tom O'Brien and IOI for their production of masks, during the Covid pandemic.

Commissioner McKinnon thanked media outlets for their coverage of Covid-19 information and keeping the public informed.

Adjournment

There being no further business, a Motion was made by Commissioner Stiles to adjourn. Motion seconded by Commissioner Westmoreland. Motion passed unanimously.

Meeting adjourned at 8:00 PM.

Cherokee County Board of Commissioners
Regular Meeting Minutes
May 18, 2020
6:30 P.M.
Cherokee County Courthouse

Members present: Roy Dickey, Chairman; C.B. McKinnon, Vice-Chairman; Cal Stiles, member; Dr. Dan Eichenbaum, member; and Gary Westmoreland, member.

Staff present: Randy Wiggins, County Manager; Candy Anderson, Finance Officer; Maria Hass, Assistant County Manager and Clerk to the Board; and, Darryl Brown, County Attorney.

Also present: WKRK Radio and Cherokee Scout.

The Chairman called the meeting to order, and reminded the Board of their duties under the Local Government Ethics Act.

Invocation

Pledge of Allegiance

Modification of Agenda

Motion made by Commissioner Eichenbaum to add a closed session to the agenda to receive an update from the county attorney on a multi-county lawsuit concerning certain voting machines in North Carolina. Motion seconded by Commissioner Stiles. Motion passed unanimously.

Motion made by Commissioner Stiles to remove item "f" under New Business-Resolution Authorizing Sealed Bids for Old Post Office Building. Motion seconded by Commissioner Eichenbaum. Motion passed unanimously.

Agenda Adoption

Motion made by Commissioner Westmoreland to adopt the agenda as modified. Motion seconded by Commissioner Stiles. Motion passed unanimously.

Public Forum-No public comments.

Finance and Budget

Motion made by Commissioner Westmoreland to approve a budget revision for Juvenile Community Program Discretionary Funding awarded to Pacesetters. Motion seconded by Commissioner Dickey. Motion passed unanimously. There is no county match.

After discussion, a Motion was made by Commissioner McKinnon to approve the Health Department's COVID-19 testing fee schedule. Motion seconded by Commissioner Eichenbaum. Motion passed unanimously.

New Business

Motion made by Commissioner McKinnon to approve the tax releases. Motion seconded by Commissioner Westmoreland. Motion passed unanimously.

Motion made by Commissioner Westmoreland to approve the tax refund report. Motion seconded by Commissioner Stiles. Motion passed unanimously.

Motion made by Commissioner McKinnon to approve the NCVTS report. Motion seconded by Commissioner Stiles. Motion passed unanimously.

After discussion, a Motion made by Commissioner McKinnon to terminate the Andrews Rescue Squad contract at the end of FY2020, ending June 30. Motion seconded by Commissioner Eichenbaum. Voting in favor of the Motion was Commissioners McKinnon, Eichenbaum, Stiles and Dickey. Voting against the Motion was Commissioner Westmoreland. Motion passed 4-1.

After discussion, a Motion made by Commissioner McKinnon to advertise for sealed bids for the old County maintenance building, setting the minimum bid at \$110,000. Motion seconded by Commissioner Eichenbaum. Voting in favor of the Motion was Commissioners McKinnon, Eichenbaum, and Dickey. Voting against the Motion was Commissioners Westmoreland and Stiles. Motion passed 3-2.

Motion made by Commissioner McKinnon to approve a resolution declaring the old County maintenance building, located at 35 Central Street in Murphy, as surplus property. Motion seconded by Commissioner Eichenbaum. Voting in favor of the Motion was Commissioners McKinnon, Eichenbaum, and Dickey. Voting against the Motion was Commissioners Westmoreland and Stiles. Motion passed 3-2.

County Manager Items

The county manager presented the FY20-21 manager's recommended budget and after discussion a Motion was made by Commissioner Stiles to schedule budget worksessions for June 3, June 8, and June 10. Motion seconded by Commissioner Westmoreland. Motion passed unanimously.

Motion made by Commissioner Eichenbaum to schedule a public hearing date for the commissioner's regular meeting on June 1. Motion seconded by Commissioner Dickey. Motion passed unanimously.

Motion made by Commissioner Dickey to move the June 15 commission meeting to June 29 for approval and adoption of the FY20 year-end budget revisions and the FY21 budget. Motion seconded by Commissioner Stiles. Motion passed unanimously.

The county manager shared an update on the EMS Station 1 bid, saying that there may be grant funds available for the sewer portion of the project. No action required at this time.

Commissioner Items

Commissioner Eichenbaum read a prepared statement concerning the COVID-19 pandemic, sharing North Carolina statistics and saying it is time to declare Cherokee County open for business.

There was debate among the board concerning recent approval to renovate the armory and relocate departments from the code enforcement building to the armory.

Closed Session

Motion made by Commissioner Stiles to go into closed session pursuant to 143-318.11 (a) (3) to consult with the county attorney concerning a recently-filed multi-county lawsuit concerning certain voting machines in North Carolina. Motion seconded by Commissioner Eichenbaum. Motion passed unanimously.

During closed session, the attorney discussed the multi-county lawsuit filed by NAACP against county boards of election and the State Board of Elections. Counsel for the State Board of Elections will also represent named counties in the lawsuit.

Open Session

Motion made by Commissioner Stiles to return to open session. Motion seconded by Commissioner Dickey. Motion passed unanimously. No action was taken on matters discussed in closed session.

Adjournment

There being no further business, a Motion was made by Commissioner Stiles to adjourn. Motion seconded by Commissioner Dickey. Motion passed unanimously.

Meeting adjourned at 7:47 PM.



CHEROKEE COUNTY

75 Peachtree Street
Murphy, NC 28906
825-837-5527

Randy Wiggins, County Manager
Maria Hass, Asst. County Manager/Clerk to the Board
Candy R. Anderson, Finance Officer
Darryl Brown, County Attorney

Board of Commissioners
Roy Dickey, Chairman
C.B. McKinnon, Vice Chairman
Dan Eichenbaum
Cal Stiles
Gary Westmoreland

BUDGET REVISION

		7/20/2020
		(DECREASE)
		INCREASE
1099800-48880	Contingency	(300.00)
1094160-45050	Capital Assets < \$5000	300.00

To purchase an adjustable standing desk for Assistant District Attorney (see letter request attached).

Chairperson

7/20/2020



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75 Peachtree Street
Murphy, NC 28906
825-837-5527

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Cal Stiles
Gary Westmoreland

BUDGET REVISION

7/20/2020

(DECREASE)

INCREASE

1010000-39992	Use of Fund Balance	7,580.00
1094318-45050	Capital Assets < \$5000	7,580.00

Use Sheriff's Federal Forfeiture Funds to purchase 10 radios.

Chairperson

7/20/2020

Bryant Enterprises, LLC
 418 Sneaking Creek Drive
 Hayesville, NC 28904
 828-389-5000 | email@kenbryant.net
 www.northgeorgiacommunications.com



Invoice

DATE	INVOICE #
7/8/2020	13358

BILL TO
Theresa Creasman County of Cherokee 75 Peachtree Street Murphy, NC 28906 (828) 835-4965 theresa.creasman@cherokee-county-nc.gov

SHIP TO
Theresa Creasman Cherokee County E-911 Communications 577 Regal Street Murphy, NC 28906

DUE DATE	P.O. NUMBER
7/8/2020	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Radio Equipment	XPR7550e VHF, Capable, New, 5 year warranty w/included standard licenses: Bluetooth Audio Bluetooth Data Digital Telephony Enhanced Privacy Transmit Interrupt Enhanced Noise Cancellation (SINC+) Mute Mode Receive Audio Leveling Indoor Location Man Down Multi-Button PTT Text to Speech Transmit Inhibit	10	833.00	8,330.00
Battery Upgrade	IMPRES 3000mAh, low-voltage	10	50.00	500.00
Trade In	Trade In Promotion \$1,250 per quantity 10 trade ins. See motorolapromotions.com for terms and conditions (10 radios). Trade-In promotion must be completed by 9/26/20.	1	-1,250.00	-1,250.00
Shipping - Pick Up	Customer Pick Up			0.00
Payment	PO pending			0.00
Sales Tax	Tax Exempt			0.00
Delete				0.00

Ask us about our price beat or match guarantee.

Subtotal	7,580.00
0% Tax	
Total	7,580.00
Balance Due	7,580.00



CHEROKEE COUNTY

75 Peachtree Street
Murphy, NC 28906
825-837-5527

Randy Wiggins, County Manager
Maria Hass, Asst. County Manager/Clerk to the Board
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Cal Stiles
Gary Westmoreland

BUDGET REVISION

		7/20/2020
		(DECREASE)
		INCREASE
1010000-39992	Use of Designated Fund Balance	244.00
1094316-42600	Supplies	244.00

Use Sheriff's Designated Funds to renew a required DEA registration (3 year registration).

Chairperson

7/20/2020



CHEROKEE COUNTY

75 Peachtree Street
Murphy, NC 28906
825-837-5527

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Board of Commissioners
Roy Dickey, Chairman
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Dan Eichenbaum
Cal Stiles
Gary Westmoreland

BUDGET REVISION

		7/20/2020
		(DECREASE)
		INCREASE
1044920-34331	Grant Revenue	7,500.00
1094920-46000	Grants	7,500.00

Dogwood Census Outreach Grant for advertising, promotion and improved participation of the 2020 Census - no county match.

Chairperson

7/20/2020



July 7, 2020

*Cherokee County
Attn: Maria Hass
75 Peachtree Street
Murphy, NC 28906*

Dear Maria Hass,

It is my pleasure to inform you that the Dogwood Health Trust (“**Grantor**” or “**we**”) has approved a \$2,500 grant (the “**Grant**”) to *Cherokee County* (“**Grantee**” or “**you**”) for *Cherokee County Census 2020 Outreach*. Grantee shall use the Grant consistent with the purposes of Grantor’s tax-exempt mission to create a dramatically healthier region in Western North Carolina and in accordance with the terms herein.

This letter is a legally binding agreement between Grantor and Grantee (“**Agreement**”). Grantor and Grantee are each a “party” and collectively, the “parties.” The Agreement will be effective upon our receipt of this Agreement, signed by an authorized representative of Grantee. An electronic copy will suffice.

We will arrange for payment of the grant within 30 days of our receipt of a signed copy.

You will be required to submit report(s) to the Grantor on the use and outcomes related to grant dollars. The Grantor may decline to consider grant renewals for Grantees who fail to do so. Please see Section 2 below for additional information on the reporting requirement.

PROJECT

Pursuant to this Agreement, Grantor will provide funding support for the Grantee towards the *Cherokee County Census 2020 Outreach* (the “**Project**”).

BUDGET

\$2,500 – Advertising and Census branded promotional items

TERMS AND CONDITIONS

- 1. Use of Funds.** Grantee shall use the Grant, and any interest or other income generated by the grant funds, only for the purposes of the Project described herein and in a manner consistent with the terms of this Agreement. Grantee must use the Grant to support the 18 counties and Qualla Boundary within the Grantor’s Region. Grantee may not make any changes in the purposes for which the Grant is spent without the Grantor’s prior written approval.

2. **Reporting.** The Grantee will submit to Grantor written reports detailing Grant progress from a programmatic perspective along with a report of expenditures and confirmation that Grantee is in compliance with the terms of this Agreement. Grantor will provide reporting instructions prior to the due date.

Narrative Final Report

Due Date: November 30, 2020

Financial Final Report

Due Date: November 30, 2020

3. **Recordkeeping.** Grantee shall treat the Grant and any interest or income generated by the Grant as restricted assets and shall maintain either books to show the Grant separately or the Grant in a separate bank account. All expenditures made in furtherance of the Project shall be charged off against the Grant and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of the Grant. Grantee shall make these books and records pertaining to the Grant available to the Grantor at reasonable times for review and audit, and shall comply with all reasonable requests of the Grantor for information and interviews regarding use of the Grant. Grantee shall keep copies of all books and records related to this grant and all reports to the Grantor for at least six years after Grantee has expended the last of the Grant.
4. **Prohibited Uses.** Grantee shall not use any portion of the funds granted in a manner inconsistent with Internal Revenue Code ("IRC") Section 501(c)(3), including:
- a. Influencing the outcome of any specific election for candidates to public office, or
 - b. Carrying on propaganda, or otherwise attempting to, to influence legislation of any kind by any governmental body or by means of a public vote, interpreted in accordance with the provisions of IRC sections 4945(d)(1) and 4945(e); or
 - c. Inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur, or taking any other action inconsistent with IRC Section 501(c)(3).
5. **Lobbying and Certain Voter Registration Drives Prohibited.** No part of this grant may be spent for influencing legislation within the meaning of IRC Section 4945(e). No part of this grant may be spent to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2).
6. **Regrants.** Grantee may regrant a part of this grant if and only if such regrants fall within the stated purpose of the grant and the Agreement or are in accordance with the charitable purposes of Grantee and Grantor.
7. **No Pledge.** Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by the Grantor or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other purpose. The Grant

contemplated by this Agreement shall be a separate and independent transaction from any other transaction between the Grantor and Grantee or any other entity.

8. Representation and Warranty Regarding Tax Status.

- a. By entering into this Agreement, Grantee represents and warrants that Grantee is exempt from federal income tax under IRC 501(c)(3) and is a public charity described in IRC Sections 509(a)(1) or 509(a)(2) or is described in IRC Sections 170(c)(1) or 511(a)(2)(B).
- b. Grantee's tax status has not been revoked and, to Grantee's knowledge, Grantee is not under review or audit by the Internal Revenue Service. Upon request, Grantee will provide Grantor with current documentation of its tax status.
- c. Grantee's receipt of the Grant and compliance with the terms of this Agreement will not cause Grantee to be in violation or conflict with the governing documents of Grantee or any law to which Grantee is subject, or to be in breach or default of any contract or license to which Grantee is a party; nor will it have any material adverse effect on Grantee's tax or legal status.
- d. There is no pending proceeding or investigation directed at the Grantee by a federal, state, tribal, or local administrative agency or authority that could have a material adverse impact on the Grantee's ability to perform its obligations under this Agreement.

9. Notice. Grantee shall give the Grantor immediate written notice of any change in Grantee's tax-exempt or public charity status.

10. Publications; License. Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements or procedures as the Grantor may establish from time to time. Grantee grants to the Grantor an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at the sole discretion of the Grantor.

11. Grant Announcements. Grantee shall submit in advance to the Grantor, for review and revision at the sole discretion of the Grantor, any announcements Grantee intends to make regarding the grant, and any publications referring to the grant Grantee intends to publish, other than in its annual reports or tax returns. The Grantor may include information on the grant in its periodic public reports.

12. Terrorist Activity. Grantee warrants that it does not support or conduct, directly or indirectly, violence or terrorist activities of any kind.

13. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Grantor, its officers,

directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the Grant, or in expending or applying the Grant, except to the extent that such claims, liabilities, losses, or expenses arise from any act or omission of the Grantor, its officers, directors, employees, or agents.

14. **No Agency.** Grantee and not the Grantor is solely responsible for all activities supported by the Grant, the content of any product created with the grant funds, and the manner in which such products may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
15. **Waivers.** The failure of the Grantor to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
16. **Remedies.** Grantee shall repay to the Grantor any portion of the Grant which is not spent or committed for the charitable purposes of this Agreement. If the Grantor determines, in its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the Grantor may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and the Grantor may demand the return of all or part of the unexpended Grant, which Grantee shall immediately repay to the Grantor. The Grantor may also avail itself of any other remedies available by law.
17. **Captions.** All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
18. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.
19. **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina applicable to contracts to be performed entirely within the State. For the purpose of any action or proceeding arising out of or relating to this Agreement, each of the parties hereto irrevocably (a) submits to the exclusive jurisdiction of the state courts of North Carolina and to the jurisdiction of the United States District Court for the Western District of North Carolina and (b) agrees that all claims in respect of such action or proceeding shall be heard and determined exclusively in any North Carolina state or U.S. federal court sitting in the County of Buncombe, North Carolina.

Please have an authorized officer of your organization sign this Agreement and return it to the Grantor. Please send it to Leah Marcus, l.marcus@dht.org, or 890 Hendersonville Rd, Suite 300, Asheville, NC 28803. Please keep a copy of the signed Agreement for your files.

If you have any questions concerning this grant or the grant agreement, please don't hesitate to call Dogwood Health Trust, at Betsey Russell, (828) 505-2476.

On behalf of Dogwood Health Trust's Board and staff, let me express how delighted we are to support your organization. We wish you every success.

Sincerely,

Brian Myers

Brian Myers
Chief Strategy Officer
Dogwood Health Trust

Accepted on behalf of organization by:

Maria Hass

Authorized Signature

Maria Hass

Name

Assistant County Manager

Title

Date: 7/13/2020



July 7, 2020

*Cherokee County
Attn: Maria Hass
75 Peachtree Street
Murphy, NC 28906*

Dear Maria Hass,

It is my pleasure to inform you that the Dogwood Health Trust (“**Grantor**” or “**we**”) has approved a grant (the “**Grant**”) to *Cherokee County* (“**Grantee**” or “**you**”) for the amount and work described more specifically in the Project section below (the “**Purpose**”). Grantee shall use the Grant consistent with the purposes of Grantor’s tax-exempt mission to create a dramatically healthier region in Western North Carolina and in accordance with the terms herein.

This letter is a legally binding agreement between Grantor and Grantee (“**Agreement**”). Grantor and Grantee are each a “party” and collectively, the “parties.” The Agreement will be effective upon our receipt of this Agreement, signed by an authorized representative of Grantee. An electronic copy will suffice.

You will be required to submit report(s) to the Grantor on the use and outcomes related to grant dollars. The Grantor may decline to consider grant renewals for Grantees who fail to do so. Please see Section 2 below for additional information on the reporting requirement.

PROJECT

Pursuant to this Agreement, Grantor will provide funding support for the Grantee towards the *Cherokee County Census 2020 Participation* (the “**Project**”).

Grantor will grant funds to Grantee based on the following. These amounts are intended to provide compensation for the effort spent in enrolling participants.

\$1,000 for every percentage point increase from 45.2% (*percent participation as of June 26, 2020*) in respondents reported by Grantee, to be paid monthly. Percentage increases will be determined by Self-Response Rate from the 2020census.gov website or the Vacancy Adjusted Results, whichever is higher.

BUDGET

\$1,000 per percentage point increase as detailed above

TERMS AND CONDITIONS

1. **Use of Funds.** Grantee shall use the Grant, and any interest or other income generated by the grant funds, only for the purposes of the Project described herein and in a manner

consistent with the terms of this Agreement. Grantee must use the Grant to support the 18 counties and Qualla Boundary within the Grantor's Region. Grantee may not make any changes in the purposes for which the Grant is spent without the Grantor's prior written approval.

2. **Reporting.** The Grantee will submit to Grantor written reports detailing Grant progress from a programmatic perspective along with a report of expenditures and confirmation that Grantee is in compliance with the terms of this Agreement. Grantor will provide reporting instructions prior to the due date.

Narrative Final Report

Due Date: November 30, 2020

Financial Final Report

Due Date: November 30, 2020

3. **Recordkeeping.** Grantee shall treat the Grant and any interest or income generated by the Grant as restricted assets and shall maintain either books to show the Grant separately or the Grant in a separate bank account. All expenditures made in furtherance of the Project shall be charged off against the Grant and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of the Grant. Grantee shall make these books and records pertaining to the Grant available to the Grantor at reasonable times for review and audit, and shall comply with all reasonable requests of the Grantor for information and interviews regarding use of the Grant. Grantee shall keep copies of all books and records related to this grant and all reports to the Grantor for at least six years after Grantee has expended the last of the Grant.
4. **Prohibited Uses.** Grantee shall not use any portion of the funds granted in a manner inconsistent with Internal Revenue Code ("IRC") Section 501(c)(3), including:
 - a. Influencing the outcome of any specific election for candidates to public office, or
 - b. Carrying on propaganda, or otherwise attempting to, to influence legislation of any kind by any governmental body or by means of a public vote, interpreted in accordance with the provisions of IRC sections 4945(d)(1) and 4945(e); or
 - c. Inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur, or taking any other action inconsistent with IRC Section 501(c)(3).
5. **Lobbying and Certain Voter Registration Drives Prohibited.** No part of this grant may be spent for influencing legislation within the meaning of IRC Section 4945(e). No part of this grant may be spent to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2).
6. **Regrants.** Grantee may regrant a part of this grant if and only if such regrants fall within the stated purpose of the grant and the Agreement or are in accordance with the charitable purposes of Grantee and Grantor.

7. **No Pledge.** Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by the Grantor or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other purpose. The Grant contemplated by this Agreement shall be a separate and independent transaction from any other transaction between the Grantor and Grantee or any other entity.
8. **Representation and Warranty Regarding Tax Status.**
 - a. By entering into this Agreement, Grantee represents and warrants that Grantee is exempt from federal income tax under IRC 501(c)(3) and is a public charity described in IRC Sections 509(a)(1) or 509(a)(2) or is described in IRC Sections 170(c)(1) or 511(a)(2)(B).
 - b. Grantee's tax status has not been revoked and, to Grantee's knowledge, Grantee is not under review or audit by the Internal Revenue Service. Upon request, Grantee will provide Grantor with current documentation of its tax status.
 - c. Grantee's receipt of the Grant and compliance with the terms of this Agreement will not cause Grantee to be in violation or conflict with the governing documents of Grantee or any law to which Grantee is subject, or to be in breach or default of any contract or license to which Grantee is a party; nor will it have any material adverse effect on Grantee's tax or legal status.
 - d. There is no pending proceeding or investigation directed at the Grantee by a federal, state, tribal, or local administrative agency or authority that could have a material adverse impact on the Grantee's ability to perform its obligations under this Agreement.
9. **Notice.** Grantee shall give the Grantor immediate written notice of any change in Grantee's tax-exempt or public charity status.
10. **Publications; License.** Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements or procedures as the Grantor may establish from time to time. Grantee grants to the Grantor an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at the sole discretion of the Grantor.
11. **Grant Announcements.** Grantee shall submit in advance to the Grantor, for review and revision at the sole discretion of the Grantor, any announcements Grantee intends to make regarding the grant, and any publications referring to the grant Grantee intends to publish, other than in its annual reports or tax returns. The Grantor may include information on the grant in its periodic public reports.

12. **Terrorist Activity.** Grantee warrants that it does not support or conduct, directly or indirectly, violence or terrorist activities of any kind.
13. **Indemnification.** Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Grantor, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the Grant, or in expending or applying the Grant, except to the extent that such claims, liabilities, losses, or expenses arise from any act or omission of the Grantor, its officers, directors, employees, or agents.
14. **No Agency.** Grantee and not the Grantor is solely responsible for all activities supported by the Grant, the content of any product created with the grant funds, and the manner in which such products may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
15. **Waivers.** The failure of the Grantor to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
16. **Remedies.** Grantee shall repay to the Grantor any portion of the Grant which is not spent or committed for the charitable purposes of this Agreement. If the Grantor determines, in its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the Grantor may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and the Grantor may demand the return of all or part of the unexpended Grant, which Grantee shall immediately repay to the Grantor. The Grantor may also avail itself of any other remedies available by law.
17. **Captions.** All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
18. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.
19. **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina applicable to contracts to be performed entirely within the State. For the purpose of any action or proceeding arising out of or relating to this Agreement, each of the parties hereto irrevocably (a) submits to the exclusive jurisdiction of the state courts of North Carolina and to the jurisdiction of the United States District Court for the Western District of North Carolina and (b) agrees that all claims in respect of such action or proceeding

shall be heard and determined exclusively in any North Carolina state or U.S. federal court sitting in the County of Buncombe, North Carolina.

Please have an authorized officer of your organization sign this Agreement and return it to the Grantor. Please send it to Leah Marcus, l.marcus@dht.org, or 890 Hendersonville Rd, Suite 300, Asheville, NC 28803. Please keep a copy of the signed Agreement for your files.

If you have any questions concerning this grant or the grant agreement, please don't hesitate to call Dogwood Health Trust, at Betsey Russell, (828) 505-2476.

On behalf of Dogwood Health Trust's Board and staff, let me express how delighted we are to support your organization. We wish you every success.

Sincerely,

Brian Myers

Brian Myers
Chief Strategy Officer
Dogwood Health Trust

Accepted on behalf of organization by:

Maria Hass

Authorized Signature
Maria Hass

Name
Assistant County Manager

Title

Date: 7/13/2020



CHEROKEE COUNTY

75 Peachtree Street
Murphy, NC 28906
825-837-5527

Randy Wiggins, County Manager
Maria Hass, Asst. County Manager/Clerk to the Board
Candy R. Anderson, Finance Officer
Darryl Brown, County Attorney

Board of Commissioners
Roy Dickey, Chairman
C.B. McKinnon, Vice Chairman
Dan Eichenbaum
Cal Stiles
Gary Westmoreland

BUDGET REVISION

		7/20/2020
		(DECREASE)
		INCREASE
Fund 26	Coronavirus Relief Funding Revenue	1,270,827.00
Fund 26	Municipal Distributions	317,707.00
Fund 26	Salaries, Wages & Benefits	714,840.00
Fund 26	Medical Expenses	47,656.00
Fund 26	Public Health Expenses	47,656.00
Fund 26	Expenses that Facilitate Compliance with COVID-19	142,968.00

To establish a special revenue fund and budget for the restricted Coronavirus Relief Funds received from the State.

Chairperson

7/20/2020



CHEROKEE COUNTY

75 Peachtree Street
Murphy, NC 28906
825-837-5527

Randy Wiggins, County Manager
Maria Hass, Asst. County Manager/Clerk to the Board
Candy R. Anderson, Finance Officer
Darryl Brown, County Attorney

Board of Commissioners
Roy Dickey, Chairman
C.B. McKinnon, Vice Chairman
Dan Eichenbaum
Cal Stiles
Gary Westmoreland

BUDGET REVISION

		7/20/2020
		(DECREASE)
		INCREASE
1045300-35316	DSS Administration Revenue	10,497.00
1099800-48880	Contingency	(6,999.00)
1095300-45000	Capital Assets > \$5000	17,496.00

Use contingency to purchase a ZixEncrypt Plus Appliance for encrypting DSS emails.

Chairperson

7/20/2020



Document No.: Q-28338-20200601-1727

Version #: Q-28338 - 2

55 Network Drive, 1st Floor
Burlington, MA 01803
Phone: (781) 993-6120
Fax: (781) 993-6001

Bill to:

County of Cherokee
4800 W US Highway 64
Murphy, NC 28906
United States

Ship to:

County of Cherokee
4800 W US Highway 64
Murphy, NC 28906
United States

Billing Contact Information

Name: Kevin Luther
Phone: (828) 837-7455
Email: kevin.luther@cherokeeconomy-nc.gov

Technical Contact Information

Name: Kevin Luther
Phone: (828) 837-7455
Email: kevin.luther@cherokeeconomy-nc.gov

☒ Issue Invoice☐ Initiate Credit Card Payment**Purchase Order No.:**

(If P.O. No. provided, please attach copy of P.O.)

Date: June 1, 2020

Expires On: July 1, 2020

Payment Terms: Net 30

Email Domains:

Acct Exec.: Mitch Hamor

Order Type: New

Product	Qty / No. of Users	Term (mos.)	Price	Total Discount %	Sales Price	Extended Price
ZixEncrypt Plus - Appliance	386	12	\$45.00	20%	\$36.00	\$13,896.00
Bundle includes: <ul style="list-style-type: none">• Gateway Email Encryption• Email Data Loss Prevention services• Secure Portal with Customer Branding (plus Custom URL, IFrame, and SSO support)• Email Encryption User Awareness Program						
Physical Appliance - Corporate	2	12	\$2,250.00	20%	\$1,800.00	\$3,600.00
On-Prem Appliances for ZixEncrypt Plus						
Total:						\$17,496.00

Total: \$17,496.00

Do not pay, this is not an invoice

1 Payment Schedule:

First Year Total	\$17,496.00
Grand Total	\$17,496.00

2 Special Terms:

All amounts are invoiced upon execution of this Services Agreement as described in Item 3,'Invoicing and Payment'.

- 3 Invoicing & Payment:** ZixCorp Systems, Inc. ("Zix") may issue invoices or initiate credit card payments, if applicable, upon the execution of this Services Agreement, and Customer agrees to pay all invoices in U.S. dollars within the number of days specified under 'Payment Terms' on page 1 of this Services Agreement. By signing below, Customer is subscribing to the services indicated on the face of this Services Agreement for the service years indicated. Annual subscription fees are to be paid at the beginning of each service year, unless otherwise stated on the Services Agreement, with the initial subscription period beginning on the 30th day following the date of this Services Agreement or, if earlier, on the date the installation is completed and/or the services are initiated and made available to Customer. If you receive service through the Zix Secure Cloud, any license changes you make are subject to standard Secure Cloud pricing and administrative practices. You will be charged for the licenses purchased under this and other Service Agreements.

Subscription Service options include various subscription periods. For periods of a month, the term of the agreement will automatically extend each month (each, a "renewal period") unless written notice is provided by one party to the other of non-renewal at least 30 days prior to the start of a next renewal period. Such notice of non-renewal must be provided to Zix at customersuccess@zixcorp.com. The Subscription Services are generally billed at the start of each subscription period for the initial period and any renewal period.

Zix provides bundled services, and it may reallocate pricing among services for tax purposes. This means that line items on your invoice may not match this Service Agreement or your purchase order, although the total price for our services will remain the same.

- 4 Taxes; F.O.B.** Upon presentation of invoices by Zix, Customer agrees to pay any tariffs, duties or taxes imposed or levied by any government or governmental agency, including without limitation, federal, state and local sales, imposed use, value-added and personal property taxes (other than franchise and income taxes imposed on Zix's net income). Products are sent F.O.B. shipping location.

- 5 SALES AND USE TAX - MARK (X) ONE OF THE FOLLOWING:** (if no box is checked, sales and use tax will be charged) Customer will be charged sales and use tax upon invoicing. For tax purposes only, the pricing and discounts outlined on the first page of this Services Agreement may be allocated to the various components of the Zix solution on the invoice. This is done for tax purposes only and does not change the pricing or payment terms of the Agreement.

A. ☐ Invoice sales tax to Customer.

B. ☐ Customer is a tax exempt organization (please attach a state tax exemption certificate to contract). The customer name on the certificate and the services agreement should be the same. No sales and use tax will be included on invoice.

- 6** Our agreement includes the Terms and Conditions referenced in the Special Terms or as provided with this Services Agreement, or if not so referenced or provided, as set forth at <https://www.zix.com/legal-center> as may be amended from time to time.

ZixCorp Systems, Inc.	Cherokee County Dept. of Social Services
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:

Tax Certificate:

CHEROKEE COUNTY TAX COLLECTOR

REQUESTS FOR RELEASE

06/24/2020 - 7/14/2020 FINANCE APPROVED PRIOR TO MEETING

Taxpayer Name	Year	Bill#	Tax Amt	Reason
CHAPMAN WALTER PATRICK	2011	5294	3.91	1978 RIVERA 15' SOLD PRIOR TO 2011
CHAPMAN WALTER PATRICK	2012	5813	5.74	1979 RIVERA 15' SOLD PRIOR TO 2011
CHAPMAN WALTER PATRICK	2013	5436	5.49	1980 RIVERA 15' SOLD PRIOR TO 2011
CHAPMAN WALTER PATRICK	2014	5550	5.25	1981 RIVERA 15' SOLD PRIOR TO 2011
CHAPMAN WALTER PATRICK	2015	5581	4.99	1982 RIVERA 15' SOLD PRIOR TO 2011
CHAPMAN WALTER PATRICK	2016	5555	4.93	1983 RIVERA 15' SOLD PRIOR TO 2011
CHAPMAN WALTER PATRICK	2017	5685	4.86	1984 RIVERA 15' SOLD PRIOR TO 2011
CHAPMAN WALTER PATRICK	2018	8133	4.67	1985 RIVERA 15' SOLD PRIOR TO 2011
CHAPMAN WALTER PATRICK	2019	5650	4.73	1986 RIVERA 15' SOLD PRIOR TO 2011
SANDY'S HOME DÉCOR N MORE	2011	28149	16.89	LETTER FROM OWNER BUSINESS CLOSED IN 2009.
DOUG'S CAFÉ 66	2014	36838	12.74	BUSINESS DIDN'T OPEN UNTIL 2/2014 AND CLOSED 5/2014 PER TOWN OF ANDREWS.
WOODY JAMES & ADAMS SHAWN	2015	36256	3.80	1978 COLLINS CRAFT 15' & JOHNSON 60 HP LAST REGISTERED 6/20/2014.
WOODY JAMES & ADAMS SHAWN	2016	36761	3.74	1979 COLLINS CRAFT 15' & JOHNSON 60 HP LAST REGISTERED 6/20/2014.
WOODY JAMES & ADAMS SHAWN	2017	37122	3.68	1980 COLLINS CRAFT 15' & JOHNSON 60 HP LAST REGISTERED 6/20/2014.
WOODY JAMES & ADAMS SHAWN	2018	8142	3.68	1981 COLLINS CRAFT 15' & JOHNSON 60 HP LAST REGISTERED 6/20/2014.
WOODY JAMES & ADAMS SHAWN	2019	37344	3.68	1982 COLLINS CRAFT 15' & JOHNSON 60 HP LAST REGISTERED 6/20/2014.

TOTAL FINANCE RELEASES

92.78

05/27/2020 - 6/23/2020 NEEDING APPROVAL

WALL ANGELA	2019	35303	139.75	DOUBLE BILLED 2015-2016 TO ACCT 27684. DOUBLE BILLED 2017-2019 TO ACCT 45080.
WALL ANGELA	2018	25370	143.91	DOUBLE BILLED 2015-2016 TO ACCT 27684. DOUBLE BILLED 2017-2019 TO ACCT 45080.
WALL ANGELA	2017	35080	148.69	DOUBLE BILLED 2015-2016 TO ACCT 27684. DOUBLE BILLED 2017-2019 TO ACCT 45080.
WALL ANGELA	2016	34740	153.80	DOUBLE BILLED 2015-2016 TO ACCT 27684. DOUBLE BILLED 2017-2019 TO ACCT 45080.
WALL ANGELA	2015	37681	159.36	DOUBLE BILLED 2015-2016 TO ACCT 27684. DOUBLE BILLED 2017-2019 TO ACCT 45080.

TOTAL COMMISSIONERS RELEASES

\$745.51



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 7/1/2020 1:01:11 PM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Transaction #	Refund Description	Refund Reason	Change	Interest Change	Total Change
ASHFORD, TYRONE KENT	ASHFORD, TYRONE KENT		959 DAYLILY DR	MARBLE, NC 28905	126439156	Refund Generated due to proration on Bill #0049589378-2019-0010-0000-00	Vehicle Sold	(\$9.06)	\$0.00	(\$9.06)
								(\$1.06)	\$0.00	(\$1.06)
										Refund \$10.12
BAILEY, SUSAN GALE	BAILEY, SUSAN GALE	GIBSON, RONALD WILLIAM	819 WOLFCREEK RD	MURPHY, NC 28906	127945894	Refund Generated due to proration on Bill #0040797494-2019-0010-0000-00	Vehicle Sold	(\$41.85)	\$0.00	(\$41.85)
								(\$3.13)	\$0.00	(\$3.13)
										Refund \$44.98
BEAVER, BRANDI SMITH	BEAVER, BRANDI SMITH		PO BOX 1483	MURPHY, NC 28906	126962428	Refund Generated due to proration on Bill #0040994268-2019-0010-0000-00	Vehicle Sold	(\$57.03)	\$0.00	(\$57.03)
								(\$10.86)	\$0.00	(\$10.86)
										Refund \$67.89
BROBST, MARK HAMILTON	BROBST, MARK HAMILTON	BROBST, PATRICIA LYNN	12 DAWN VIEW CIR	MURPHY, NC 28906	126505294	Refund Generated due to proration on Bill #0048111264-2019-0010-0000-00	Vehicle Sold	(\$11.68)	\$0.00	(\$11.68)
								(\$0.88)	\$0.00	(\$0.88)
										Refund \$12.56
CALLOWAY, BRIDGET LORRAINE	CALLOWAY, BRIDGET LORRAINE		6595 ROSWELL RD SUITE G 2162	ATLANTA, GA 30328	63738651	Refund Generated due to proration on Bill #0053259830-2019-0010-0000-00	Vehicle Sold	(\$5.50)	\$0.00	(\$5.50)
										Refund \$5.50
DRIGGERS, EDWARD MICHAEL	DRIGGERS, EDWARD MICHAEL		217 HAMBY RD	MURPHY, NC 28906	127611104	Refund Generated due to proration on Bill #0028304194-2019-0010-0000-00	Vehicle Sold	(\$38.88)	\$0.00	(\$38.88)
								(\$3.81)	\$0.00	(\$3.81)
										Refund \$42.69
DYNDUL, ANDREW HARRY	DYNDUL, ANDREW HARRY		430 FERN FOREST TRL	MURPHY, NC 28906	63738275	Overpayment on Payment on Bill #004322594320192019	Overpayment	(\$24.01)	\$0.00	(\$24.01)
										Refund \$24.01
FULLER, DAVID MCMULLAN	FULLER, DAVID MCMULLAN	FULLER, CATHY MARIE	760 RIVER LN	MARBLE, NC 28905	127543138	Refund Generated due to proration on Bill #0051718056-2019-0010-0000-00	Vehicle Sold	(\$5.87)	\$0.00	(\$5.87)
								(\$0.69)	\$0.00	(\$0.69)
										Refund \$6.56
GILLIS, MATTHEW ALEXANDER	GILLIS, MATTHEW ALEXANDER		1920 CARTER COVE RD	WARNE, NC 28909	127103062	Refund Generated due to proration on Bill #0050285298-2019-0010-0000-00	Vehicle Totalled	(\$13.43)	\$0.00	(\$13.43)
								(\$1.58)	\$0.00	(\$1.58)
										Refund \$15.01
GROUETTE, DONALD PHILIP	GROUETTE, DONALD PHILIP		80 ED GRAVES RD	MURPHY, NC 28906	126505250	Refund Generated due to proration on Bill #0053315681-2019-0010-0000-00	Vehicle Sold	(\$6.63)	\$0.00	(\$6.63)
								(\$0.79)	\$0.00	(\$0.79)
										Refund \$7.42
GULIZIA, JOHN FRANK JR	GULIZIA, JOHN FRANK JR		1142 ROCKRIDGE RD	MURPHY, NC 28906	127543224	Refund Generated due to proration on Bill #0051347435-2019-0010-0000-00	Vehicle Sold	(\$10.24)	\$0.00	(\$10.24)
								(\$0.75)	\$0.00	(\$0.75)
										Refund \$10.99
HALL, MATTHEW SCOTT	HALL, MATTHEW SCOTT	HALL, PAMLA LIZBETH	80 MERRIAMS HOLW	MURPHY, NC 28906	127239558	Refund Generated due to proration on Bill #0046211298-2019-0010-0000-00	Vehicle Sold	(\$15.65)	\$0.00	(\$15.65)
								(\$1.59)	\$0.00	(\$1.59)
										Refund \$17.24



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 7/1/2020 1:01:11 PM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Transaction #	Refund Description	Refund Reason	Change	Interest Change	Total Change
HEIER, CHASE CLAYTON	HEIER, CHASE CLAYTON		195 LEGACY LN	MURPHY, NC 28906	127399690	Refund Generated due to proration on Bill #0050977465-2019-0010-0000-00	Vehicle Sold	(\$5.30)	\$0.00	(\$5.30)
								(\$0.54)	\$0.00	(\$0.54)
										Refund
HYATT, PAULA LYNN	HYATT, PAULA LYNN		121 RUUD RIDGE RD	MURPHY, NC 28906	63219622	Refund Generated due to adjustment on Bill	Adjustment	(\$141.28)	\$0.00	(\$141.28)
										Refund
JANKENS, GARY PALMER	JANKENS, GARY PALMER	JANKENS, LINDA ANNE	160 DEER PASTURE LN	MURPHY, NC 28906	127477404	Refund Generated due to proration on Bill #0014504377-2019-0010-0000-00	Vehicle Sold	(\$19.50)	\$0.00	(\$19.50)
								(\$2.03)	\$0.00	(\$2.03)
										Refund
JONES, KENNETH LEON	JONES, KENNETH LEON	WOOD, HOLLY JONES	2143 DICKEY RD	MURPHY, NC 28906	126354630	Refund Generated due to proration on Bill #0040478187-2018-0010-0000-00	Vehicle Sold	(\$10.30)	\$0.00	(\$10.30)
								(\$0.75)	\$0.00	(\$0.75)
										Refund
KEPHART, ANNA MARIE	KEPHART, ANNA MARIE		PO BOX 1334	MURPHY, NC 28906	127103186	Refund Generated due to proration on Bill #0039852230-2019-0010-0000-00	Vehicle Sold	(\$7.41)	\$0.00	(\$7.41)
								(\$0.94)	\$0.00	(\$0.94)
										Refund
KIERBOW, JOHN PORTER	KIERBOW, JOHN PORTER		4759 RIVER RD #39	WAYNESBORO, GA 30830	126354640	Refund Generated due to proration on Bill #0040678268-2019-0010-0000-00	Vehicle Sold	(\$14.89)	\$0.00	(\$14.89)
								(\$1.35)	\$0.00	(\$1.35)
										Refund
MIMBS, CHRYSTAL BOWERS	MIMBS, CHRYSTAL BOWERS	MIMBS, GREGORY VAUGHN	8830 BEAVER DAM RD	MURPHY, NC 28906	127611130	Refund Generated due to proration on Bill #0019192843-2018-0010-0000-00	Vehicle Totalled	(\$5.16)	\$0.00	(\$5.16)
								(\$0.39)	\$0.00	(\$0.39)
										Refund
MORROW, RAY DONALD	MORROW, RAY DONALD		2160 TOMOTLA RD	MARBLE, NC 28905	126719430	Refund Generated due to proration on Bill #0041955843-2019-0010-0000-00	Vehicle Sold	(\$27.22)	\$0.00	(\$27.22)
								(\$3.09)	\$0.00	(\$3.09)
										Refund
OWENBY, JUDY LYNN	OWENBY, JUDY LYNN		382 ANDERSON RD	MURPHY, NC 28906	127239550	Refund Generated due to proration on Bill #0052962631-2019-0010-0000-00	Vehicle Sold	(\$5.02)	\$0.00	(\$5.02)
								(\$0.58)	\$0.00	(\$0.58)
										Refund
PRENTICE, LINDA MARIE	PRENTICE, LINDA MARIE		728 OLD EVANS RD	MURPHY, NC 28906	127683836	Refund Generated due to proration on Bill #0046327527-2019-0010-0000-00	Vehicle Sold	(\$82.09)	\$0.00	(\$82.09)
								(\$8.37)	\$0.00	(\$8.37)
										Refund
PRIESMAN, DANIEL CRAIG	PRIESMAN, DANIEL CRAIG		395 SHULER MOUNTAIN RD	MURPHY, NC 28906	126899918	Refund Generated due to proration on Bill #0053359863-2019-0010-0000-00	Vehicle Sold	(\$164.74)	\$0.00	(\$164.74)
								(\$16.79)	\$0.00	(\$16.79)
										Refund
									Refund Total	\$782.71

Murphy Fire Department
Serving the Town of Murphy and The M.R. Fire District
Alton J. Lovingood, Fire Chief
PO Box 130, #1 Firehouse Ln.
Murphy, NC 28906
828 837-2212 Fax 828 837-9612
www.murphyfire.org

July 8, 2020

Mr. Randy Wiggins, County Manager
75 Peachtree Street
Murphy, NC 28906

Dear Mr. Wiggins

Following the June 1, 2020 commission meeting where the county commission agreed to provide property to Murphy Fire Department, as requested, I have met with Trevor Peterson from the health department regarding the current septic system of the former armory building and the proposed septic layout for a future fire station.

Included are 3 documents, a current property layout obtained from the county website & 2 property options, # 6 and # 7. The reason presented options are # 6 & # 7 is we have made several attempts to position the proposed future station and each of these are listed as separate options, however, the proposed property did not change.

Both options 6 & 7 include the approximate acreage, elevations and septic layout. The area of the septic layout would be located on fire department property thus eliminating future issues regardless of the use / ownership of the building. The area identified for a future fire station septic is also not suitable for the existing facility fill line repair area due to elevation variances to the existing system.

Option # 7 is the preferred option as it would permit enough space behind the station for apparatus to back out and clear the building and not extend over the property lines. Both options permit enough space for fill sloping toward the private driveway to eliminate the need for an engineered retaining wall.

It would be optimal for granted access through the existing parking lot to permit apparatus to pull through the apparatus bays. This access would not be utilized unless vehicle parking allowed thru existing armory parking area. This is particularly important for our aerial apparatus given its length. This apparatus is only utilized on few occasions with an anticipated average of 1-2 times per month. Other apparatus will not have issues backing into proposed station from the road. I realize previously a question was raised regarding sufficient parking for the existing facility, however, per the included property layout, with the amount of property behind the existing armory building I don't foresee this to become an issue.

If you have questions / concerns, I ask you please call me so we can discuss prior to the commission meeting on July 20, 2020.

Respectfully submitted



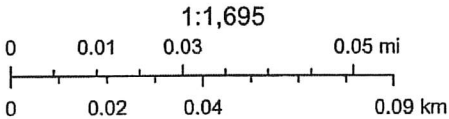
Al Lovingood

Property Map



July 2, 2020

- Parcels
 - 911 Road Centerlines
 - 911 Structures
- Orthoimagery_2019
- Red: Band_1
 - Green: Band_2
 - Blue: Band_3



Green dots represent elevations. Elevations are based on a 0 elevation at the Proposed New Septic Tank Location at the tree stump.



Green dots represent elevations. Elevations are based on a 0 elevation at the Proposed New Septic Tank Location at the tree stump.



NORTH CAROLINA

CHEROKEE COUNTY

LEASE AGREEMENT

THIS LEASE is made and entered into by and between CHEROKEE COUNTY, a body politic and a political subdivision of the State of North Carolina, hereinafter called either "the County" or "the Lessor", and HIWASSEE DAM VOLUNTEER FIRE DEPARTMENT, INC. a North Carolina non-profit corporation, hereinafter call either "HDVFD" or "the Lessee";

WITNESSETH:

WHEREAS, Cherokee County is the owner of two tracts of real property:

Tract 1 being a portion of that land as described at Deed Book 951, page 617 of the Cherokee County Deed Registry and more particularly described in that certain plat of survey recorded in Cabinet H, page 959 of the Cherokee County Deed Registry and,

Tract 2 being that property located at the intersection of Hiwassee Dam School access road NC Highway 294 and having an address of 80 Line Drive, Murphy, NC 28906.

hereinafter referred to as the "Premises", both tracts located in the Shoal Creek Township, Cherokee County, North Carolina; and

WHEREAS, Hiwassee Dam Volunteer Fire Department, Inc. desires to lease said Premises for use in its operations as a volunteer fire and rescue department and the services it provides as a volunteer fire and rescue department and the County has agreed to lease said Premises to HDVFD.

NOW, THEREFORE, for and in consideration of the mutual promises, agreements, stipulations and covenants hereinafter set forth, the parties hereto hereby stipulate and agree as follows:

1. TERM: The initial term of this Lease shall be for the term of 20 years commencing on the _____ day of _____, 2020. At least sixty (60) days prior to the expiration of the Initial Term, Lessee shall provide written notice to the County of Lessee's desire to renew this Lease or Lessee's intention to give up and abandon this Lease when the term expires. If Lessee desires to lease the Premises for another term and the County is agreeable to leasing the Premises to HDVFD for an additional term, the County and HDVFD shall confer and discuss the term of the new lease and any other relevant terms of a new Lease Agreement.

A new and separate Lease Agreement shall be drafted and then executed by the County and the Lessee for any subsequent renewal term with regard to the Premises.

2. RENT: (a) Lessee shall pay Lessor the sum of one dollar (\$1.00) per year beginning on August 1, 2020 with a payment in the same amount on the first day of August for the entire term

of this Lease Agreement. As further consideration the HDVFD stipulates and agrees that HDVFD shall take care of the premises and surrounding areas by cutting the grass, keeping said grounds clean of litter and refuse and by maintaining the grounds of the premises and the tract on which it is located.

(b) During the term of this Lease Agreement or any extension thereof, the Lessee shall be solely responsible for the costs and expenses incurred for all utilities used at or by the Premises including, but not limited to, electric utilities, cable television, satellite television, internet and propane.

3. THE PREMISES: The Premises being leased to the Lessee is:

Tract 1 being a portion of that land as described at Deed Book 951, page 617 of the Cherokee County Deed Registry and more particularly described in that certain plat of survey recorded in Cabinet H, page 959 of the Cherokee County Deed Registry. HDVFD is authorized to construct a building and accompanying water and septic facilities to be used for fire and rescue services.

Tract 2 being the old Hiwassee Dam Fire Department located at the intersection of NC Highway 294 and the Hiwassee Dam School access road and having the assigned address of 80 Line Drive, Murphy, NC 28906.

4. USE OF PREMISES: The use of the Premises permitted under this Lease shall be as follows:

(a) The Premises shall be used for the storage and maintenance of vehicles, tools, equipment and supplies related to Lessee's activities and services as a voluntary fire and rescue department. At any time that HDVFD should abandon or cease to use either or both Tracts of property for the herein stated purpose, title and possession of the premises and any structures thereupon shall revert to the Lessor in fee simple absolute subject to any liens of record. Lessor herein agrees that HDVFD may construct structures upon the premises for the purposes stated herein.

(b) Vehicles, tools, equipment and supplies related to the maintenance, upkeep, and operation of the Lessee's activities as a voluntary fire and rescue department shall be stored under proper precautions as required by any applicable Federal and/or State rules, regulations or law.

(c) The Premises shall not be used for any illegal activity.

(d) Lessee shall provide Lessor with keys for any structures upon the property (now situated or to be situated in the future) described in this Lease Agreement or the combination if the lock used on the premises is a combination lock. The Lessor will access the premises described in this Lease Agreement in case of emergency (i.e. fire or the safety of someone inside the HDVFD Building is endangered) or to inspect as necessary, and to insure the premises is being used in compliance with the terms and conditions of this Lease Agreement.

5. RIGHTS OF WAY: Both tracts of real property herein are conveyed subject to any easements of record. Lessee shall maintain a right of ingress, egress and regress across Tract 1

for Lessor and for Cherokee County Schools for access to athletic fields adjacent to Tract 1 and any other property owned by Cherokee County and or Cherokee County Schools. Said easement and access shall be maintained by Lessee and remain unobstructed for said purpose. Such easement is shown on the plat of survey herein above referenced.

5. MAINTENANCE AND REPAIRS: (a) Lessee shall maintain and keep in good repair the premises and any structures thereupon. Maintenance of the outside walls and roof of the premises including structural damage caused by fire, storm, or other casualty shall be the responsibility of the Lessee. Such maintenance and repair on the part of the Lessee shall include: the roof; the exterior walls; the foundation; water; septic; the pavement for access to the premises; the exterior electrical equipment, if any; and exterior painting, if any.

(b) HDVFD shall maintain and repair the parking area including the access road, and shall be responsible for structural damage caused by fire, storm, or other casualty. Structural damages that are the responsibility of the HDVFD are items typically covered by fire, windstorm, or extended coverage insurance.

(c) Lessee agrees to keep the area immediately surrounding any structures reasonably clean and free of trash and other debris.

(d) Before any permanent change, modification, addition or alteration is made by Lessee to the premises, Lessee shall notify the Lessor in writing of any proposed permanent change, modification, addition or alteration to be made to the premises. The proposed change, modification, addition or alteration to be made by Lessee to the premises shall be made in writing with sufficient detail to assist the Lessor in making a decision regarding the County's consenting to said permanent change, modification, addition or alteration. The written description of the proposed permanent change, modification, addition or alteration may be accompanied by such drawings, plans or photographs as may help in explaining said proposed permanent change, modification, addition or alteration. The County's consent or denial to any proposed permanent change, modification, addition or alteration to the premises shall be provided as soon as the County seeks and receives any airspace analysis which may be required. The County's consent to a proposed permanent change, modification, addition or alteration shall not be unreasonably withheld.

Lessee shall be able to modify any signage on the premises. Such modification shall be approved by the County Manager before such modification is executed.

Lessor and Lessee agree that the County Manager or his/her designee shall be able to enter and inspect the premises upon giving 24 hours notice to Lessee.

6. INSURANCE:

(a.) The HDVFD shall carry fire, windstorm, and extended coverage insurance insuring any and all structures and associated improvements as HDVFD shall deem appropriate, but in an amount

not less than the insurable value of the structure and any improvements. On any and all insurance on the premises or its contents, Cherokee County shall be listed as additional insured party.

(b) Lessee shall carry insurance against fire and other risk upon the premises contents including:

- (i) any personal property owned by Lessee or Lessee's members and located within the premises, including Lessee's motor vehicles, tools, equipment, supplies, and/or uniforms owned by Lessee, Lessee's members or by any other person whose property may be stored on the Premises; and
- (ii) any improvements made by Lessee which are not intended to become fixtures of the leased property. The County acknowledges that it has no rights or interest regarding such insurance or proceeds derived therefrom, which shall solely belong to Lessee.

(c) The Lessee shall maintain general liability insurance for a minimum of \$1,000,000 for bodily injury and \$1,000,000 for property damage, and such other insurance as appropriate to insure its interest. In lieu of a general liability policy, Lessee shall have the right to aggregate the respective premises liability policies of its members, and to present insurance certificates naming Lessor as additional insured thereon, to meet the minimum limits required by Lessor.

(d) Lessee shall provide to Lessor written evidence of insurance coverage, binder or policy, as required herein within ten (10) days of the date this Lease Agreement is executed by Lessee. Lessee's policy must be in place and effective as to coverage on the first day of the term of this Lease Agreement and shall remain in place and in effect throughout the term of this Lease Agreement or any renewal or hold over period. Lessee's insurance policy shall include a provision or term that Lessee's insurance carrier shall notify the Lessor if Lessee's insurance coverage is terminated for any reason whatsoever. Insurance shall cover any and all construction and construction related liability.

(e) Lessee specifically holds harmless and indemnifies Lessor for any damage to the personal property or lost revenue of Lessee not proximately caused by the actions of Lessor or its agents and for any destruction of the property or other act of God

7. LIABILITIES: County hereby expressly disclaims any and all liability for damage to the property of Lessee, Lessee's members or invitees except that which may be proximately caused by negligence of Lessor, Lessor's employees or its agents. Lessee shall be liable for any damage to County's property which is proximately caused by Lessee's negligence or the negligence of Lessee's members, servants, invitees or agents.

8. SUBLEASE/ASSIGNMENT: Lessee shall not sublet its interest in this HDVFD Building Lease Agreement.

9. TIME OF THE ESSENCE: Time is of the essence in all actions required hereunder.

10. Either party may terminate this Lease upon ninety (90) days written notice to the other party subject to any liens of record. All written notices shall be provided to the following each party at the address set forth in paragraph 11, unless notice of a change of address is provided to the other party.

11. NOTICES: Notices required hereunder shall be mailed to each party as follows:

LESSOR
Cherokee County
Cherokee County Courthouse
75 Peachtree Street
Murphy, NC 28906
Attn: County Manager

LESSEE
Hiwassee Dam Volunteer Fire Department, Inc.
P.O. Box 1109
Murphy, NC 28906
Attn: Chief, Hiwassee Dam VFD

Or, to such subsequent address or addresses as each party may subsequently give notice of to the other party, said notice of any change of address shall be in writing.

12. TERMINATION OF LEASE: Lessee covenants and agrees that it will vacate said premises promptly upon termination of the term of this Lease, or any extension thereof, and without further demand, notice or legal proceeding of any nature. If said continued occupancy shall be without the consent of the Lessor, Lessee shall be deemed to be tenant at will and liable to summary eviction by Lessor without further notice.

13. QUIET ENJOYMENT: The Lessor covenants that the Lessee shall have quiet enjoyment of said premises during said period.

14. ACCEPTANCE OF PREMISES BY LESSEE: It is further covenanted that the Lessee has examined and knows the condition of said Premises and has received the same in good order and repair and said Lessee will leave the premises in like good condition as found, ordinary wear and tear and damage by the elements excepted. Lessee accepts property and structures, as is, where is.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first above written.

Lessee:

HIWASSEE DAM VOLUNTEER FIRE DEPARTMENT, INC.

By: _____
President, HDVFD, Inc.

By: _____
Chief, HDVFD, Inc.

Lessor:

CHEROKEE COUNTY

By: _____
Roy Dickey, Chairman of the Cherokee County Board of Commissioners

Attest:

Maria Hass, Clerk to the Board

STATE OF NORTH CAROLINA

COUNTY OF CHEROKEE

NOTARIAL
SEAL-STAMP

I, _____, a Notary Public of the County and State aforesaid, certify that _____, **President of the Hiwassee Dam Volunteer Fire Department, Inc.** and _____, **Chief of the Hiwassee Dam Volunteer Fire Department, Inc.** who are known to me or proved to me on the basis of satisfactory evidence to be the person(s) named and described, personally appeared before me this day and acknowledged that Larry Smith is President of the Ranger Volunteer Fire Department, Inc. and Mike Taylor is Chief of the Ranger Volunteer Fire Department, Inc., and they are each duly authorized to do so, voluntarily executed the foregoing instrument for the purpose stated therein for and on behalf of the **Hiwassee Dam Volunteer Fire Department, Inc.**

Witness my hand and Notarial Seal, this the _____ day of _____, 2020.

Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA

COUNTY OF CHEROKEE

NOTARIAL
SEAL-STAMP

I, _____, a Notary Public of the County and State aforesaid, certify that Maria Hass, personally came before me this day and acknowledged that Roy Dickey is the Chairman of the Cherokee County Board of Commissioners and that the foregoing instrument was signed in its name by Roy Dickey, sealed with its County seal and attested by Maria Hass as its Clerk.

WITNESS my hand and official stamp or seal, this the _____ day of _____, 2020.

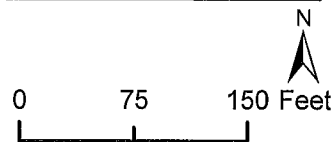
My Commission Expires:

Notary Public



Disclaimer: This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. Cherokee County GIS disclaims all responsibility for the accuracy or completeness of the data shown hereon.
Time: 8:44:33 AM Date: 6/26/2020

Proposed Hiwassee Dam Fire Department Location



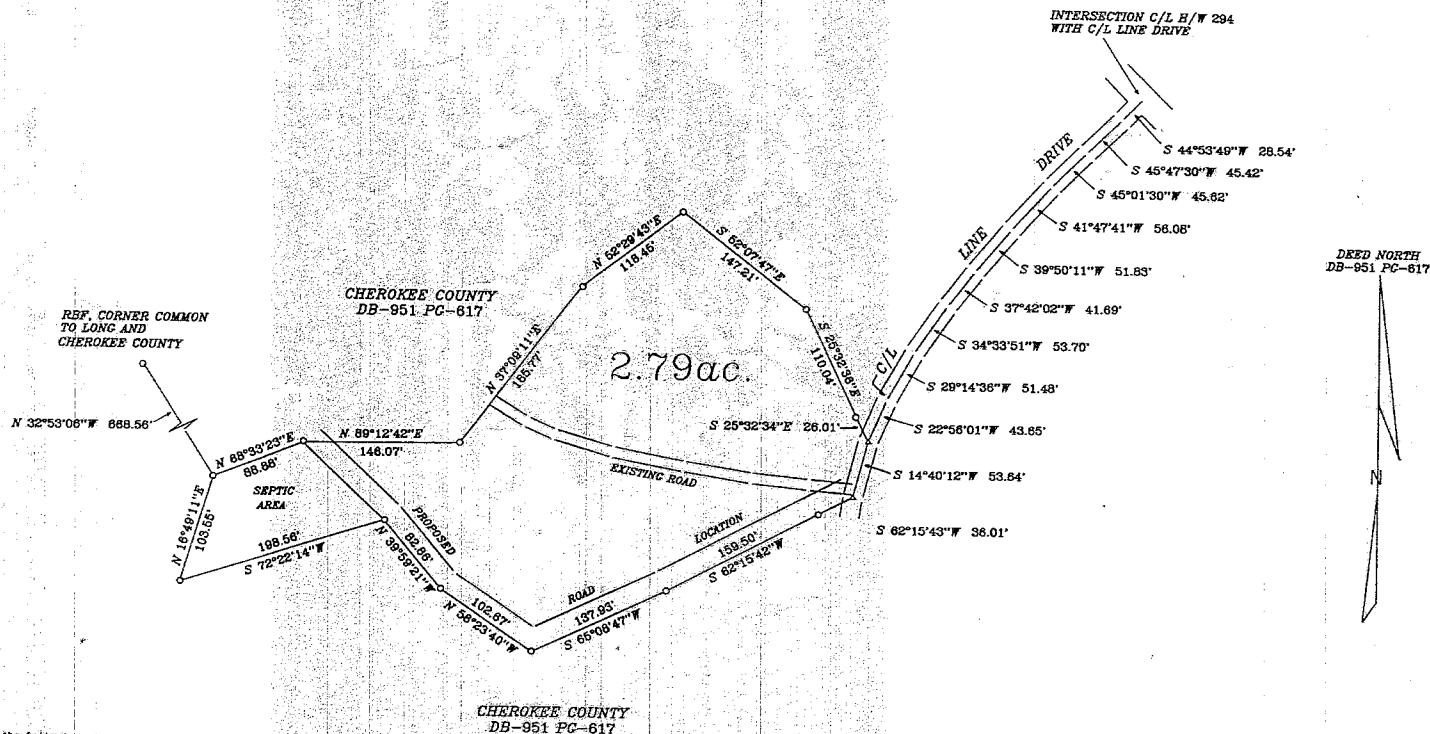
Notes

This survey subject to all rights-of-way and easements.
 Acreage shown calculated using dimensions shown.
 Acreage computed by D.M.D. method.
 All distances are horizontal ground distances.
 This survey was performed using a Topcon GTS-2B total station.
 Property is not located in a flood plain.

LEGEND:

○ REBAR SET UNLESS OTHERWISE NOTED
 △ COMPUTED POINT
 RBF REBAR FOUND

VICINITY MAP



J. Donald L. Cordell PLS No L-3037 certify the following.

That this plat is of a survey that is located in such portion of a county or municipality that is surveyed as to an ordinance that regulates parcels of land.

Surveyor: *Donald L. Cordell*

Registration Number: L-3037



I, DONALD L. CORDELL, PLS, certify that this plat was drawn under my supervision from an actual survey made under my supervision (See description recorded in Book Page etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book Page; that the ratio of precision as calculated is 1:10000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this 23 day of June, A.D., 2020

Surveyor: *Donald L. Cordell*

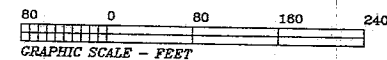
License Number: L-3037

HIWASSEE DAM FIRE DEPARTMENT

PART OF DB-951 PG-617

SHOAL CREEK TOWNSHIP CHEROKEE COUNTY, N.C.

JUNE 23, 2020 SCALE 1" = 80'



REFERENCES - DB-951 PG-617

DONALD L. CORDELL
 2857 CAMP CREEK ROAD
 MURPHY, N.C. 28580
 828-494-7058

Maria Hass

From: David Badger
Sent: Tuesday, July 07, 2020 1:45 PM
To: Maria Hass
Subject: FW: FW: Expiring Board of Health Appointments

From: Leslie Harris <lgharris1023@gmail.com>
Sent: Tuesday, July 7, 2020 1:18 PM
To: David Badger <david.badger@cherokee-county-nc.gov>
Subject: Re: FW: Expiring Board of Health Appointments

Yes, I am still interested.

On Tue, Jul 7, 2020 at 12:17 PM David Badger <david.badger@cherokee-county-nc.gov> wrote:

Leslie,

I apologize but this was sent to an incorrect email. Your term expired a few days ago but you are still serving in a hold over capacity. Please send me an email that I can forward to Maria Hass to renew for a second 3 year term.

Thanks

David

From: David Badger
Sent: Friday, May 29, 2020 11:11 AM
To: Chris Dickey <cherokeewell@gmail.com>; 'Leslie Harris' <lgharris@curohs.com>; Mike Bradberry <mcbdozer@gmail.com>
Subject: FW: Expiring Board of Health Appointments

Please see the email below from Maria Hass.

From: Maria Hass
Sent: Friday, May 29, 2020 11:09 AM

Maria Hass

From: David Badger
Sent: Tuesday, July 07, 2020 2:26 PM
To: Maria Hass
Subject: FW: FW: Expiring Board of Health Appointments
Attachments: image001.jpg

From: Mike Bradberry <mcbdozer@gmail.com>
Sent: Tuesday, July 7, 2020 2:25 PM
To: David Badger <david.badger@cherokeecounty-nc.gov>
Subject: Re: FW: Expiring Board of Health Appointments

I will be happy to serve another term if appointed.
Thanks Mike Bradberry

On Tue, Jul 7, 2020, 12:15 David Badger <david.badger@cherokeecounty-nc.gov> wrote:

Mike,

You term expired on 6/30 but you are serving in a hold over capacity. Please send me an email that I can forward to Maria Hass so that you can be reappointed for another 3 year term.

Thanks

David

From: David Badger
Sent: Friday, May 29, 2020 11:11 AM
To: Chris Dickey <cherokeewell@gmail.com>; 'Leslie Harris' <lgharris@curohs.com>; Mike Bradberry <mcbdozer@gmail.com>
Subject: FW: Expiring Board of Health Appointments

Please see the email below from Maria Hass.

From: Maria Hass
Sent: Friday, May 29, 2020 11:09 AM

CHEROKEE COUNTY ANIMAL CONTROL ORDINANCE

All prior ordinances regarding animal control in Cherokee County are by vacated as of the effective date of this ordinance by the Cherokee County Board of Commissioners.

It shall be the policy of this County to encourage enforcement of the Laws of the United States of America and the State of North Carolina regarding the possession of, transport of, care of and disposal of any and all animal life within the confines of the County of Cherokee by and through duly sworn law enforcement officers, and for prosecution of violations of such State and Federal laws and the ordinances herein through the Courts of appropriate jurisdiction.

Provisions of this Ordinance shall in no way, shape or form supersede any laws or Administrative Codes of the State of North Carolina or the United States of America.

Article 1- Violations of this Cherokee County Animal Control Ordinance shall be punished as a Class 3 misdemeanor under the criminal codes of the State of North Carolina.

Article 2- Enforcement of this Ordinance is authorized by any law enforcement officer duly sworn to enforce the laws of the State of North Carolina. Violations of this ordinance may also be enforced through the issuance of criminal process issued by a judge or magistrate under the laws of the State of North Carolina as authorized in Chapters 15 & 15A of the North Carolina General Statutes.

Article 3 – Possession of an Inherently Dangerous or Exotic Animal.

- A) Defined: An inherently dangerous or exotic animal is any beast, fowl or creeping thing that is likely to cause a reasonable person to be fearful of significant destruction of property or of bodily harm, including, but not limited to, the following that are not regulated by the State Wildlife Commission:
- a. Any indigenous or non-indigenous reptile that produces venom.
 - b. Any non-indigenous arachnid that produces venom.
 - c. Any constricting snake in excess of 6 feet in length.
 - d. Any non-human primates weighing in excess of 10 pounds.
 - e. Any member of the Canidae family, including hybrids thereof, other than *Canis familiaris*.
 - f. Any member of the Felidae family, including hybrids thereof, other than *Felis catus*.
 - g. Any crocodile, alligator or caiman.
 - h. Elephants, rhinoceros, hippopotamus, ocelots, cheetahs, giraffes.
 - i. Any dog that has been designated as a dangerous dog under the laws of the State of North Carolina.

- j. Any animals designated by the Centers for Disease Control and/or the US Department of Agriculture or other national or state public health protection agencies as embargoed or prohibited.
- B) Possession Prohibited – No person shall knowingly harbor, feed or otherwise possess and inherently dangerous or exotic animal as defined in Article 2(A) herein.
- C) Exceptions:
- a. Transportation of any such beast through the territory of Cherokee County so long as such takes no longer than 24 hours.
 - b. Possession for purposes of public display of inherently dangerous or exotic animals as defined herein in a duly authorized and licensed zoo, circus, carnival, fair or other such enterprise that are properly equipped to separate and confine the inherently dangerous or exotic animals. Any such public display shall be reported to the Sheriff of Cherokee County no less than 96 hours before any such animals are to enter the territory of Cherokee County.
 - c. Possession by the North Carolina Wildlife Resources Commission and its designates under the laws of the State of North Carolina.
 - d. Any possessor who is licensed by the US Department of Agriculture or the US Department of the Interior to possess such animals. Any possessor of such license shall produce said license upon demand by any law enforcement officer.
- D) Recapture: The lawful or unlawful possessor of any inherently dangerous or exotic animal as defined herein shall reimburse Cherokee County for any and all costs incurred while attempting to recapture any such animal. Any lawful or unlawful possessor of an inherently dangerous or exotic animal that must be euthanized or destroyed by any agent of law enforcement or designated of Cherokee County shall reimburse Cherokee County for the costs of such euthanization or destruction. By bringing any such animal into Cherokee County, the possessor gives consent for any disputes regarding such animals to be in the Jurisdiction of the General Courts of Justice of North Carolina and specifically within the venue of Cherokee County.

Article 4 – Each section of this Ordinance remains separate and apart from other provisions of this ordinance. Invalidation of any section of this ordinance shall not invalidate other provisions herein. This Ordinance is subject to State and Federal law.

The effective date of this Ordinance shall be the ____ day of _____, 2020.

Adopted and approved after Public Hearing on this is the ____ day of _____, 2020

Roy Dickey

Chairman of the Cherokee County Board of Commissioners